COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

http://dmh.co.la.ca.us

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601 Fax: (213) 386-1297

October 21, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT WITH
MENTAL HEALTH ASSOCIATION IN LOS ANGELES COUNTY
FOR FISCAL YEARS 2004-2005 AND 2005-2006
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 2 (substantially similar to Attachment) to the existing Consultant Services Agreement No. DMH-01408 with Mental Health Association in Los Angeles County (MHALA). The Amendment increases the Fiscal Year (FY) 2004-2005 Maximum Contract Amount (MCA) by \$212,790 to \$597,790, and the FY 2005-2006 MCA by \$100,000 to \$485,000, fully funded with State Assembly Bill (AB) 2034 funds. The increased funding will provide for MHALA Village Immersion Training in support of Adult Systems of Care integrated services for homeless persons, as well as additional services for the collection and evaluation of outcomes data generated by participating agencies of the AB 2034 Program. The Amendment will be effective upon Board approval.
- 2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the Consultant Services Agreement and establish as a new MCA the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to contractor under the Agreement for this fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of

The Honorable Board of Supervisors October 21, 2004 Page 2

County Counsel and the Chief Administrative Officer (CAO) or their designees is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enable the Department of Mental Health (DMH) to continue meeting the State Department of Mental Health's (SDMH) requirements in collecting and evaluating outcomes data generated by service providers participating in the AB 2034 Program, and in training AB 2034 providers about the integrated services delivery model. This funding will be utilized to fund increased staffing costs related to collecting and evaluating AB 2034 outcomes data and to provide Immersion Training to both management and direct service staff involved in the AB 2034 Program.

Legislation requires counties participating in the AB 2034 Program to collect and evaluate outcomes data on a monthly basis. On June 10, 2003, your Board approved a Consultant Services Agreement with MHALA to continue the collection and evaluation of AB 2034 outcomes data using the Caminar Case Management Software Program (Caminar) and the provision of Immersion Training.

This one-time only funding of \$112,790 for FY 2004-2005 is for Immersion Training that provides the opportunity for AB 2034 providers to study the MHALA Village's philosophy and structure, and to learn how to incorporate these values in providing integrated services to effectively serve AB 2034 clients. The ongoing funding of \$100,000 for FYs 2004-2005 and 2005-2006 will provide for the collection and evaluation of outcomes data generated by participating agencies of the AB 2034 Program.

<u>Implementation of Strategic Plan Goals</u>

The recommended Board actions are consistent with the County's Organizational Goal No. 3, "Organizational Effectiveness." MHALA will collect and evaluate the State required outcomes data generated by agencies participating in the AB 2034 Program through data collection, ongoing technical support, and data analysis. The emphasis of the AB 2034 Program is on reducing homelessness, psychiatric hospitalizations, and incarcerations, as well as improving significant areas of functioning for clients such as residential and employment status.

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FISCAL IMPACT/FINANCING

There is no impact on net County cost.

MHALA's revised MCA will total \$597,790 for FY 2004-2005. The Amendment of \$212,790 is fully funded by AB 2034 funding, which is included in DMH's FY 2004-2005 Final Adopted Budget. In FY 2005-2006, the MCA of \$485,000 will be included in DMH's annual budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

MHALA is a nonprofit, multi-service agency whose mission is to advocate for and to provide mental health services to adults, families, and transitional age youth. The agency currently has a DMH Legal Entity Agreement for comprehensive mental health services for severely and persistently mentally ill individuals. MHALA has served severely and persistently mentally ill individuals since 1990 and has received national and worldwide recognition and numerous awards.

The AB 2034 Program (formerly AB 34) was established by the State Legislature in September 1999 to provide comprehensive services to severely mentally ill persons who are "homeless, recently released from a County jail or a State prison, or others who are untreated, unstable, and at significant risk of incarceration or homelessness unless treatment is provided to them." This Amendment will ensure that MHALA has adequate resources to collect and analyze the outcomes data generated by AB 2034 Program providers and to provide Immersion Training.

The attached Amendment format has been approved as to form by County Counsel. The CAO and DMH's Fiscal and Program Administrations have reviewed the proposed actions.

CONTRACTING PROCESS

This subject does not apply.

IMPACT ON CURRENT SERVICES

Approval of this Amendment will ensure that there is no interruption in the collection of outcomes data or in the provision of integrated mental health services as required by SDMH. AB 2034 legislation requires that all participating AB 2034 counties collect and analyze data to be submitted to the State Legislators on an annual basis. Immersion

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Training offers AB 2034 providers the knowledge and tools to assist clients in working toward their recovery. Ability to show positive outcomes of the AB 2034 Program will enhance DMH's accountability and cost-effectiveness in serving the target population.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

Marvin J. Southard, D.S.W.

Director of Mental Health

MJS:MY:RK:CK:er

Attachment

C:

Chief Administrative Officer

County Counsel

Chairperson, Mental Health Commission

BD.Ltr.MHALA.Consultant. (10/20/04)

AMENDMENT NO. 2

THIS	AMENDMENT	is made	e and	entered	into	this	day of
	, 2004, by ai	nd betwee	n the CO	O YTNU	E LOS A	ANGELES	(hereafter
"County") ε	and Mental Hea	alth Asso	ciation in	n Los Ai	ngeles	County	(hereafter
"Contractor"	').						

WHEREAS, County and Contractor have entered into a written Agreement, dated <u>June 10, 2003</u>, identified as County Agreement No.<u>DMH-01408</u>, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2004-2005, County and Contractor intend to amend Agreement by \$112,790, fully funded with one-time only State Assembly Bill (AB) 2034 funds. The increased funding dollars will be used for "Immersion Training" of management and direct service staff, as well as additional services for the collection and evaluation of outcomes data generated by participating agencies of the AB 2034 Program; and

WHEREAS, for FYs 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement by \$100,000, fully funded with ongoing State AB 2034 funds. The increased funding dollars will be used for the collection and evaluation of outcomes data generated by participating agencies of the AB 2034 Program; and

WHEREAS, for Fiscal Year 2004-2005, the revised Maximum Contract Amount will be \$597,790; and

WHEREAS, for Fiscal Year 2005-2006, the revised Maximum Contract Amount will be \$485,000; and

WHEREAS, for Fiscal Years 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement to add the following Board-mandated clause: "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. PART 76)."

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (COMPENSATION) shall be deleted in its entirety and the following substituted therefore:

"4.0 COMPENSATION:

In consideration of the performance by CONSULTANT in a manner satisfactory to County of the services described in Exhibit A-2, CONSULTANT shall be paid in accordance with the Fee Schedule set out in Exhibit B-2. Total compensation for all services furnished hereunder shall not exceed the sum of FIVE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED NINETY Dollars (\$597,790) for FY 2004-2005 and FOUR HUNDRED EIGHTY-FIVE THOUSAND (\$485,000) for FY 2005-2006. Notwithstanding such limitation of funds, CONSULTANT agrees to satisfactorily complete all work specified in

Exhibit A-2. To request payment, CONSULTANT shall present to County's Project Manager monthly invoice to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Project Manager or his/her designated representative. Payment to CONSULTANT shall be only upon written approval of the invoice and report by County's Project Manager or his/her designated representative. CONSULTANT shall submit invoices to:

County of Los Angeles
Department of Mental Health
Adult Systems of Care
550 South Vermont Avenue
Los Angeles, CA 90020
Attn: Maria Funk, Ph.D.

2. Paragraph 41.0 (CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Agreement:

"41.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of

its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

- 3. Exhibit A-1 (Statement of Work) shall be deleted in its entirety and replaced with Exhibit A-2 (Statement of Work) attached hereto and incorporated herein by reference. All references in Agreement to Exhibit A-1 (Statement of Work) shall be deemed amended to state Exhibit A-2 (Statement of Work).
- 4. Exhibit <u>B-1</u> (Fee Schedule) shall be deleted in its entirety and replace with Exhibit <u>B-2</u> (Fee Schedule) attached hereto and incorporated herein by reference. All references in Agreement to Exhibit <u>B-1</u> (Fee Schedule) shall be deemed amended to state Exhibit <u>B-2</u> (Fee Schedule).

Except as provided in this Amendment, all other terms and conditions of the
 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

Richard Mason, Deputy
County Counsel

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

By Richard Van Horn/as

Name Richard Van Horn

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

Ву _____

Chief, Contracts Development and Administration Division

Amend.2 (9/13/04)

EXHIBIT A-2

STATEMENT OF WORK

The Mental Health Association in Los Angeles County (MHALA) agrees to perform the following services for Los Angeles County Department of Mental Health (DMH) in regard to the provision of collecting and evaluating outcome data generated by agencies participating in the AB 34/2034 Program and the training of AB 34/2034 staff:

I. DATA COLLECTION, ANALYSIS AND EVALUATION

- Assist in conducting an analysis of AB 34 and AB 2034 programs and their effect on the quality of life outcomes of the mental health consumers they serve. The focus will be on the significant areas of functioning for clients such as their residential and employment status. There will be a heavy emphasis on the impact these programs have on reducing homelessness, incarceration, and contact with law enforcement agencies.
- MHALA will assist the Department in three broad management areas:
 - 1. Data Collection System
 - a) Software development
 - b) Ongoing technical support
 - c) Maintenance of databases for providers who choose to use the "direct data submission" method
 - 2. Ongoing Technical Support
 - a) Assistance to all direct service staff in the use of data collection forms
 - b) Assistance to data entry staff on inputting data into the software system
 - c) Assistance to provider management staff on generating reports for quality improvement
 - 3. Data Analysis
 - a) Aggregation of data
 - b) Generation and dissemination of all reports required by the State
- MHALA Outcomes and Research Division will periodically upgrade the software code of the Caminar Software system to implement changes in the data reporting requirements of the California State Department of Mental Health (SDMH).
- MHALA will conduct ongoing training workshops for the staff of all AB 34/2034 programs in the use of the outcome tracking forms and in the entry of data into the Caminar Software system. These workshops will cover the following:
 - 1. State required data elements and reporting format

- 2. Overview of the MHALA Outcome Tracking System
- 3. Discussion of options for outcome reporting
- 4. Training of direct service staff in the filling out of data entry forms
- 5. Training of data entry staff in the entry of data into the Caminar software system
- MHALA will hire technical support specialists to collect data on a monthly basis from the AB 34/2034 programs. The Outcomes and Research Division will generate a monthly report for both Los Angeles County AB 34/2034 programs and for the State as a whole.
- The MHALA Outcomes and Research Division will assist SDMH in organizing ongoing meetings of the AB 34/2034 Data Committee. These meetings will be held four times a year and will allow all programs participating in the AB 34/2034 program to provide input into the data collection and analysis procedures as well as receive and discuss updates to the system.
- The MHALA Outcomes and Research Division will assist SDMH in the preparation of the annual legislative report on the progress of the AB 34/2034 programs.
- The MHALA Outcomes and Research Division will provide initial and ongoing technical support that will allow participating agencies to maintain the Caminar Software system at their site as their means of data collection.
- The MHALA Outcomes and Research Division will maintain the AB 34/2034 and LAC ACT websites.

II. IMMERSION TRAINING

MHALA agrees to provide training at the Village for both management and direct service staff, referred to as "immersion training." The direct service staff trainings will focus on the principles of assertive community treatment (ACT), psychosocial rehabilitation, and community integration and their practical applications. Some of the topics that are covered include:

- Focusing on wellness and health rather than on illness and symptoms
- Determining service/treatment based on abilities rather than on disabilities
- Having high rather than low expectations of members
- Using normalized rather than institutional settings
- Focusing on functional behavior rather than on intrapsychic dynamics
- Helping members to take risks rather than working to minimize their stress
- Member and staff collaborating rather than the staff prescribing unilaterally
- Focusing on self help and independence rather than on caretaking
- The generalist vs. the specialist orientation toward service provision
- Expanding the definition of what it means to be a "case manager"

- Working in teams
- Working with dually diagnosed members
- · Focusing on work and fun

Some of the management trainings that are offered include:

- Outcome evaluation
- Staff and member recruitment
- Personnel evaluation
- Finding alternatives to hospitalization
- Working in a capitated system

II. TRAINING OF PEER SUPPORTERS AND LIFE COACHES

Project Return: The Next Step will conduct intensive three-week training to teach client workers the basic skills and attitudes needed to work in a paraprofessional human service position. The course will meet 5 hours a day for 15 days giving participants 75 hours of training.

The course will be a combination of classroom and field experience. Competency areas will include: 1) identifying the basic attitudes and skills needed for human service work; 2) developing effective communication skills; 3) learning how to participate in and facilitate peer groups; 4) learning problem-solving skills; 5) learning about cultural diversity and the importance of providing culturally competent services; and 6) learning record keeping and reporting skills.

Participants will be expected to complete an application for the training. Accepted participants will receive a \$250 stipend for successfully completing the course. The stipend will include funds for meals and transportation, which will be given to participants on a daily basis. More than two absences will result in termination from the course (or elimination of the stipend).

Exhibit B-2
FEE SCHEDULE FOR FISCAL YEAR (FY) 2004-05 ONLY

I. Data Collection, Analysis and Evaluation

Personnel	Rate	FTE	Wages	Benefit	PR Taxes	Total
David Pilon	108,000	1.00	108,000	13,590.00	12,420.00	\$134,010.00
Yiling Hu	39,000	1.00	39,000	6,345.00	4,485.00	\$49,830.00
Monica Davis	42,500	1.00	42,500	6,712.50	4,887.50	\$54,100.00
Dan Wong	31,500	1.00	31,500	5,557.50	3,622.50	\$40,680.00
Roger Casem	30,200	0.50	15,100	3,835.50	1,736.50	\$20,672.00
Total Personnel		4.50	236,100	36,040.50	27,151.50	\$299,292.00

		II. Immersion Training - \$250 per person per day @
Salaries & Benefits	299,292	450 staff training days = \$112,500
Professional Services	13,000	
Computer Programming Computer Hardware/Furniture	14,000 14,000	III. Peer Supporters and Life Coaches Training – 60 clients @ \$750 per person = \$45,000
MileageLocal	2,500	
Office Supplies	3,600	
Program Supplies	3,600	
Rent	17,430	TOTALS
Parking	2,500	Data Collection, Analysis and Evaluation 440,290
Printing	2,000	Immersion Training 112,500
Telephone	10,000	Peer Supporters and Life Coaches Training 45,000
Travel	10,000	TOTAL 597,790
Staff Developmt/Recruitment	4,400	
Insurance	1,600	
Alarm	523	
Repairs and Maintenance	2,000	
Bookkeeping/Admin	39,845	
TOTAL - Data Collection, Analysis and Evaluation	440,290	

FEE SCHEDULE for Fiscal Year (FY) 2005-06 ONLY

I. Data Collection, Analysis and Evaluation

Personnel	Rate	FTE	Wages	Benefit	PR Taxes	Total
David Pilon	108,000	1.00	108,000	13,590.00	12,420.00	\$134,010.00
Yiling Hu	39,000	1.00	39,000	6,345.00	4,485.00	\$49,830.00
Monica Davis	42,500	1.00	42,500	6,712.50	4,887.50	\$54,100.00
Dan Wong	31,500	1.00	31,500	5,557.50	3,622.50	\$40,680.00
Roger Casem	30,200	0.50	15,100	3,835.50	1,736.50	\$20,672.00
Total Personnel		4.50	236,100	36,040.50	27,151.50	\$299,292.00

Salaries & Benefits	299,292					
Professional Services	13,000					
Computer Programming	14,000	II. Peer Supporters and Life Coaches Trainin- 60 clients @ \$750 per person = \$45,000				
Computer Hardware/Furniture	14,000					
MileageLocal	2,500					
Office Supplies	3,600					
Program Supplies	3,600					
Rent	17,430					
Parking	2,500	TOTALS				
Printing	2,000	Data Collection, Analysis and Evaluation 440,000				
Telephone	10,000	Peer Supporters and Life Coaches Training 45,000				
Travel	10,000	TOTAL 485,000				
Staff Developmt/Recruitment	4,137					
Insurance	1,600					
Alarm	523					
Repairs and Maintenance	2,000					
Bookkeeping/Admin	39,818					
TOTAL - DATA COLLECTION, ANALYSIS AND EVALUATION	440,000					